

herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

18. The Mortgagor will promptly perform and observe all of the terms, covenants and conditions (including, but not limited to, payment when due of the rentals, taxes and insurance) provided to be paid and performed by the Mortgagor as Lessee in that certain ground lease with Parie Jones Green, as Lessor, dated April 15, 1977, above referred to (herein called "Ground Lease" for ease of reference), and Mortgagor shall do all other things necessary to preserve and keep unimpaired the leasehold estate and the Mortgagor's rights therein created under the Ground Lease. No release or forbearance of the Mortgagor's obligations under the Ground Lease, including the payment of the rental thereunder, shall release the Mortgagor's obligations under the terms of this mortgage to nevertheless perform Mortgagor's obligations under said Ground Lease, including the continued payment of the rental thereunder.

19. The Mortgagor shall promptly notify the Mortgagee, in writing, of the occurrence of any of the following events, to-wit: (a) the existence of any default by the Mortgagor in the performance and observance of all of the terms, conditions and covenants to be performed by either the Lessor or the Lessee under the terms of the Ground Lease, (b) receipt of actual knowledge or notice of the condemnation of the whole or any portion of the mortgaged leasehold premises, (c) actual knowledge of the fire or other casualty loss of the whole or any portion of the mortgaged leasehold premises, and (d) receipt of written notice or actual knowledge of the filing of any judgment, mortgage, mechanic's or materialman's lien, attachment or any other lien or charge against either the leasehold interest or the fee simple interest in the demised premises, more specifically referred to and provided for hereinafter. If the Mortgagor receives written notice of any of the above event or events relating to the Ground Lease, Mortgagor shall immediately cause a copy of said notice to be sent by certified United States Mail to the Mortgagee.

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